



## SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service (“APHIS”), and Elizabeth J. Frederick, with reference to the following facts:

1. At all times mentioned herein, Elizabeth J. Frederick operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at Rural Route 1, Box 124, Baring, MO 63531..
2. APHIS has documented evidence of Elizabeth J. Frederick’s non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Elizabeth J. Frederick’s failure to provide adequate veterinary care and husbandry to dogs as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Elizabeth J. Frederick have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Elizabeth J. Frederick admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Elizabeth J. Frederick consents and agrees to the following:
  - a. Elizabeth J. Frederick agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless



of ownership, within twelve (12) weeks from the date Elizabeth J. Frederick signs this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Elizabeth J. Frederick holds at the time Elizabeth J. Frederick signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Elizabeth J. Frederick to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Elizabeth J. Frederick lives allow her to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Elizabeth J. Frederick's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Elizabeth J. Frederick's facility within twelve (12) weeks from the date Elizabeth J. Frederick signs this Settlement Agreement to verify compliance with paragraph (a) above. Elizabeth J. Frederick shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Elizabeth J. Frederick shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Elizabeth J. Frederick signs this Settlement Agreement.

e. As of the date Elizabeth J. Frederick signs this Settlement Agreement, A WA license 43-A-5650 is hereby revoked.

f. Elizabeth J. Frederick and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off Rural Route 1, Box 124, Baring, MO 63531..

7. Elizabeth J. Frederick consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Elizabeth J. Frederick based upon the non-compliant items documented at Rural Route 1, Box 124, Baring, MO 63531., in connection with animal welfare investigation MO120010-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Elizabeth J. Frederick's agreements and actions described in paragraph 6 above, and the promises and admissions of Elizabeth J. Frederick set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Elizabeth J. Frederick in connection with the alleged AWA violations documented in animal welfare investigation MO120010-AC.

APHIS and Elizabeth J. Frederick warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Investigative and Enforcement Services

Reference Number:  
MO120010-AC  
Issuance Date: August 21,  
2013  
Version: Final



Elizabeth J. Frederick

Signature

Date:

*Sept 17/2013*

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature

Bernadette  
Director

Date:

*9/24/2013*

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture